

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
WESTERN DIVISION**

**JANE DOE #1, and JANE DOE #2, on
behalf of themselves and all others
similarly situated,**

Plaintiffs,

v.

**MG FREESITES, LTD, d/b/a
“PORNHUB”, a foreign entity; MG
FREESITES II LTD, a foreign entity,
MINDGEEK S.A.R.L., a foreign entity;
MINDGEEK USA, INCORPORATED, a
Delaware corporation; MG CY
HOLDINGS LTD, a foreign entity;
MINDGEEK CONTENT RT LIMITED, a
Foreign entity; 9219-1568 QUEBEC INC.
d/b/a MINDGEEK, a foreign entity; MG
BILLING LTD, a foreign entity,**

Defendants.

Civil Action No.

7:21-cv-00220-LSC

**WAIVER OF SERVICE AND
AGREEMENT TO EXTEND TIME
TO RESPOND TO COMPLAINT**

Waiver and Acceptance of Service:

March 16, 2021

Current Response Dates: May 15, 2021

(MGUSA) and June 14, 2021 (MG

Foreign Defendants)

New Response Date For All Defendants:

June 30, 2021

**DEFENDANTS' WAIVER OF THE SERVICE OF SUMMONS AND PLAINTIFFS'
MOTION TO EXTEND TIME TO RESPOND BY AGREEMENT**

WAIVER OF THE SERVICE OF SUMMONS

TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD HEREIN:

Defendants (MG Freesites Ltd, MG Freesites II Ltd, MindGeek S.a.r.l., MindGeek USA

Incorporated, MG CY Holdings Ltd., MindGeek Content RT Limited, 9219-1568 Quebec Inc.,

and MG Billing Ltd.) have received Plaintiffs' request to waive service of a summons in this action

along with a copy of the complaint, two copies of this waiver form, and a prepaid means of


returning one signed copy of the form to the attorneys for the Plaintiffs.

On behalf of the Defendants, I (Anthony Penhale) am the Chief Legal Officer for or otherwise represent MG Freesites Ltd, MG Freesites II Ltd, MindGeek S.a.r.l., MindGeek USA Incorporated, MG CY Holdings Ltd., MindGeek Content RT Limited, 9219-1568 Quebec Inc., and MG Billing Ltd., and I agree to save the Plaintiffs from the expense of serving a summons and complaint on Defendants in this case. I understand the Defendants will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that they waive any objections to the absence of a summons or of service. I also understand that the Defendant based in the United States (MindGeek USA Inc.) must file and serve an answer or a motion under Rule 12 within 60 days from the date when this request was sent and that the Foreign Defendants (MG Freesites LTD, MG Freesites II Ltd., MindGeek S.a.r.l., MG CY Holdings Ltd., MindGeek Content RT Limited, 9219-1568 Quebec Inc. d/b/a "MindGeek" and MB Billing Ltd.) must file and serve an answer or a motion under Rule 12 within 90 days from the date when this request was sent. If the Defendants fail to do so, a default judgment will be entered against the entities I represent.

By this waiver of service, Defendants MindGeek USA Inc. ("MGUSA"), MG Freesites LTD, MG Freesites II Ltd., MindGeek S.a.r.l., MG CY Holdings Ltd., MindGeek Content RT Limited, 9219-1568 Quebec Inc. d/b/a "MindGeek" and MB Billing Ltd. (the "MG Foreign Defendants") hereby waive formal service of the Summons and Complaint, reserving all defenses except as to service of process; and all parties jointly stipulate to an extension of time for MG USA and the MG Foreign Defendants to answer, move or otherwise respond to the Complaint until June 30, 2021 or until the date on which any of the Defendants file any pleading, motion, or other response to any other class action complaint pending in the United States of America involving similar claims (including but not limited to *Jane Doe v. MindGeek USA Incorporated et*

al. that is pending in the United States District Court for the Central District of California, Southern Division), whichever is earlier.

DATED: March 16, 2021

Anthony Penhale — Chief Legal Officer for Defendants
By: 

DEFENDANTS WAIVING SERVICE:

MG FREESITES LTD
MG FREESITES II LTD
MINDGEEK S.A.R.L.
MINDGEEK USA INCORPORATED
MG CY HOLDINGS LTD
MINDGEEK CONTENT RT LIMITED
9219-1568 QUEBEC INC.
MG BILLING LTD

PLAINTIFFS' MOTION TO EXTEND TIME TO RESPOND BY AGREEMENT

The above waiver of service and stipulation is further based on the following request:

1. On or about February 11, 2021, Plaintiffs filed their Complaint in this action against MGUSA and the Foreign Defendants (all defendants are referred to collectively as the "Defendants"). Among other things, Plaintiffs, on behalf of themselves and all those similarly situated, allege in their Complaint that the Defendants are liable under 18 U.S.C. § 1591 and § 1595 as well as 18 U.S.C. § 2252 and 2252A by virtue of certain conduct related to sex trafficking of minors and child pornography. Defendants dispute and deny such liability.

2. In order to avoid disputes concerning service and to save Plaintiffs the time and expense of international service of process under the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters, The Hague, 1965, 20 U.S.T. 361, T.I.A.S. No. 6638, 658 U.N.T.S. 163, 28 U.S.C. at Fed.R.Civ.P. 4, Advisory Committee Notes (“Hague Service Convention”), on March 16, 2021, the Defendants agreed to waive service of Plaintiffs’ Complaint pursuant to Fed. R. Civ. P. 4 (d).

3. All Defendants agree that by waiving service of Plaintiffs’ Complaint and by filing this Motion, the Summons and Complaint in this action shall be deemed to have been served in accordance with Fed. R. Civ. P. 4. Further, should Plaintiffs be required to file a foreign action to enforce any judgment entered in this action (“Enforcement Action”), Defendants have agreed the Complaint in this action shall be deemed to have been served on Foreign Defendants in accordance with the Hague Service Convention and the laws relating to service of process in the Republic of Cyprus, Luxembourg, Ireland and Canada. Foreign Defendants do not waive, and hereby expressly reserve the right to raise, any defenses in the Enforcement Action that do not relate to service of process.

4. As a result of said waiver of service, MGUSA’s deadline to move, answer, or otherwise respond to the Complaint would be May 15, 2021. The MG Foreign Defendants’ deadline to move, answer or otherwise respond to the Complaint would be June 14, 2021. However, in order to align the response dates between MGUSA and the MG Foreign Defendants and provide sufficient time to secure local counsel and respond, the Defendants requested, and Plaintiffs agreed, subject to Court approval, to provide MGUSA with additional time to respond to the Complaint so that its response will be due on the same day the response by the MG Foreign

Defendants is due. Plaintiffs also agreed to additional time for all Defendants to answer, move or otherwise respond to Plaintiffs' Complaint. Specifically, the parties have agreed that all Defendants' responses to the Complaint shall be due on or before June 30, 2021, or the date on which any of the Defendants file any pleading, motion, or other response to any other class action complaint pending in the United States of America involving similar claims, whichever is earlier. The parties also have agreed that should the Defendants file a motion, including, but not limited to, a motion to dismiss or to change venue, the parties shall confer on and agree to a briefing schedule that will provide Plaintiffs with not less than 30 days to oppose the subject motion and Defendants with not less than 14 days to file any reply.

5. Based on the foregoing waiver, the Defendants have waived service of the Summons and Plaintiffs' Complaint. The parties also jointly agree that all Defendants shall have until June 30, 2021 to move, answer or otherwise respond to the Complaint, or the date on which any of the Defendants file any pleading, motion, or other response to any other class action complaint pending in the United States of America involving similar claims, whichever is earlier. The parties also agree, subject to Court approval, to a briefing schedule that shall permit Plaintiffs to have 30 days to file any opposition to any motion filed by Defendants in response to the Complaint and Defendants to have 14 days to file any reply thereto.

DATED: March 18, 2021

/s/ Gregory Zarzaur
Gregory Zarzaur (ASB-0759-E45Z)
One of the Attorneys for the Plaintiffs

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the Defendants in this matter via electronic mail on this the 18th day of March 2021.

Anthony Penhale
Chief Legal Officer for Defendants
(*anthony.penhale@mindgeek.com*)

/s/ Gregory Zarzaur
Gregory Zarzaur